

REMARKS

Claims 34-57 stand rejected on the ground of non-statutory obviousness-type double patenting as being unpatentable over claims 1-16 of U.S. Patent No. 6,041,104. Applicants are filing a terminal disclaimer herewith, and therefore respectfully request that the rejection be withdrawn.

Claims 35-57 stand rejected under 35 U.S.C. 103(a) as being anticipated by Edwards et al. (U.S. Patent No. 5,819,029) in view of O'Neal et al. (U.S. Patent No. 5,887,253).

Edwards et al. relates to a third party verification system of a service contract. A customer database manager contacts the customer and, responsive to the customer's authorization to switch a long distance carrier, creates a text file of the customer's responses to a series of questions supporting the authorization. The Office Action is correct that Edwards et al. does not disclose or suggest information about any terms and conditions of a contract. Nor does Edwards et al. disclose or suggest an affirmation of accepted terms and conditions, wherein the terms and conditions are accepted separate from the service contract.

O'Neal et al. fails to fill the gaps. O'Neal et al. relates to a method for activating and servicing a cellular telephone. The method validates a cellular telephone for activation and for subsequent servicing after activation. In step 217, a voice response unit plays recorded messages to the customer concerning the terms and conditions of cellular service, charges and payments, and any other contract provisions which the customer must acknowledge and accept. The voice response unit then instructs the customer to indicate acceptance of the terms and conditions by pressing a key or speaking a specified word or phrase. See Col. 13, ll. 18-25. In other words, the terms and conditions of O'Neal are accepted along with the cellular contract.

Conversely, the claims recite that "the terms and conditions are accepted separate from a service contract." The processor then "creates a record of the session in the database, wherein the database maintains a recorded audio representation of at least a portion of the telecommunication call which documents that an individual has

affirmatively accepted the terms and conditions." As stated in the application as filed, under the tariff system, subscribers can order regulated telecommunication services without having to sign a service contract. It may be desirable, however, to accurately convey terms and conditions to a subscriber without requiring the subscriber to sign a service contract.

In view of the foregoing remarks and amendments, Applicants submit that the claims are in condition for allowance. Reconsideration is therefore respectfully requested. If there are any questions concerning this response, the Examiner is asked to phone the undersigned attorney at (312)-321-4200.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Vincent J. Gnoffo", written over a horizontal line.

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